This Product Use Rights Document ("Document") contains additional terms and conditions (the “Product Use Rights”) for the Licensed Software licensed under the Veritas Software License Agreement ("License Agreement") between You as the individual, the company, or the legal entity that will be utilizing the Licensed Software (referred to as “You” or “Your”) and Veritas Technologies LLC. Capitalized terms used in this Document but not defined herein will have the meaning given in the License Agreement. To the extent there is a conflict between the terms and conditions of the License Agreement and this Document, the terms and conditions of this Document will take precedence.

BY DOWNLOADING, INSTALLING OR USING THE LICENSED SOFTWARE, YOU AGREE TO COMPLY WITH THE PRODUCT USE RIGHTS IN THIS DOCUMENT, IN ADDITION TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE PRODUCT USE RIGHTS APPLICABLE TO THE LICENSED SOFTWARE, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED SOFTWARE.

For purposes of this Document, the Licensed Software is: Access

1. ADDITIONAL DEFINITIONS.

“Cold Disaster Recovery Equipment” means a server and/or processor or device on which the Licensed Software may be installed and configured under a Cold Disaster Recovery License, and which is not production use servicing transactions or requiring workloads during periods of Your normal internal business operations.

“Core” means a functional unit on a processor that reads, interprets, and executes computer instructions, including instructions from the Licensed Software. A multi-core processor is a single computing component with two or more independent Cores. The instructions are ordinary CPU instructions such as add, move data, and branch, but the multiple Cores can run multiple instructions at the same time.

“Disaster” means an unforeseen occurrence causing the operation of the applicable systems on which the Licensed Software is used for Production Use, or the Licensed Software installed on such systems, to be substantially impaired or prevented, which occurrence may include but is not limited to fires, earthquakes, floods and computer viruses.

“Failover Readiness Testing” means testing of the procedures for transferring Your production operation from one server to another.

“Production Use” means any functional operation of the Licensed Software in support of Your normal business operations (such as normal productive use and pre-production testing other than Failover Readiness Testing).

“Server” is defined as a physical individual computer, acting as a service or resource provider to client computers by sharing the resources within the network infrastructure. The server’s tier is determined by the total number of physical CPUs (occupied processor sockets) which are installed on the server. A Server can run server software for other computers or devices.

“Terabyte” is defined as the total aggregate amount of uncompressed data storage capacity and/or computer memory that is managed by the software. One Terabyte is equal to 1,024 gigabytes of data.

“Testing Day” means a period of twenty-four (24) consecutive hours, or any lesser portion of such twenty-four (24) hour period.

2. USE RIGHTS AND LIMITATIONS.

2.1. For all Licensed Software, You may use the number of licensed Cores of the Licensed Software and/or the number of licensed Terabytes of the Licensed Software per the terms contained in the License Agreement and according to the Use Level limitations specified in the License Instrument for the licenses which You have purchased.

3. Cold Site/Disaster Recovery provisions for High Availability or System or Data Recovery Products.

Section 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

“LICENSE GRANT. Subject to Your compliance with the terms and conditions of the License Agreement, Veritas grants to You the following non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license rights:
(a) You may use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument.

(b) Provided that You have a currently effective maintenance/support contract for the Licensed Software, you may install the Licensed Software on Your Cold Disaster Recovery Equipment and (i) You may use such Licensed Software for Failover Readiness Testing purposes for up to a cumulative total of thirty (30) Testing Days in any twelve (12) month period, which use may be concurrent with Your authorized Production Use of the Licensed Software under Section 2(a), and (ii) in the event of a Disaster, You may use such Licensed Software for Production Use at the Use Levels described in the License Agreement, including this Document, and the applicable License Instrument, for a period of up to ninety (90) consecutive calendar days, provided however, that such use may not be concurrent with Your regular Production Use of the Licensed Software under Section 2(a) and does not increase Your total number of licenses to the Licensed Software beyond those which You have purchased and which have been authorized by Veritas as indicated on the applicable License Instrument. The Licensed Software installed on Your Cold Disaster Recovery Equipment and used pursuant to the rights set forth in this subparagraph must be the same version of the Licensed Software You use for Your regular Production Use. In addition, the rights set forth in this subparagraph will automatically terminate in the event that You do not have a valid maintenance/support contract in effect for the Licensed Software.

(c) You may make a single uninstalled copy of the Licensed Software for archival purposes."